

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

LITHIUM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiff,

v.

CONSENT JUDGMENT

13-cv-401-wmc

NATHAN GUSE, an individual,
d/b/a LITHIUM STUDIOS,

Defendant.

Pursuant to the plaintiff's motion for entry consent judgment and the parties' stipulated findings of fact and conclusions of law, IT IS ORDERED that:

1. Defendant Nathan Guse, and each of his partners, officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them, are hereby permanently enjoined from:

a. using the Lithium Studios name, mark or logo for computer software or related products or services;

b. using any name, mark or logo, consisting, in whole or in part, of the term Lithium, or any confusingly similar variation thereof, for computer software or related products or services;

c. using any other name, mark or logo which is a reproduction, counterfeit, copy or colorable imitation of Lithium Technologies' LITHIUM name or marks;

d. registering any domain name consisting in whole or in part of the term Lithium, or any confusingly similar variation thereof, for computer software or related products or services;

e. doing any other act or thing likely to confuse, mislead or deceive others into believing that Defendant, his services, or products, emanate from Lithium Technologies or are connected with, sponsored by, or approved by, Lithium Technologies;

f. doing any other act or thing likely to dilute the distinctiveness of Lithium Technologies' trade identities including the LITHIUM name or marks; and

g. aiding or assisting any person or entity in engaging in any of the acts prohibited by subsections (a) through (f) above.

2. The Defendant is hereby ordered to transfer or assign his registration for the domain name www.lithiumstudios.org to Lithium Technologies. Defendant shall also transfer or assign any other existing domain names containing the term Lithium, or any confusingly similar variation thereof, to Lithium Technologies.

3. The Defendant is further ordered hereby, in accordance with 15 U.S.C. § 1118, to deliver up to Lithium Technologies for destruction all labels, signs, prints, packages, wrappers, receptacles and advertisements in his possession bearing the name or mark "Lithium Studios" or any other name, mark or logo comprising, in whole or in part, "Lithium," or any other reproduction, counterfeit copy or colorable imitation of Lithium

Technologies' LITHIUM name or mark with or without a design element, and all plates, models, matrices and other means of making same.

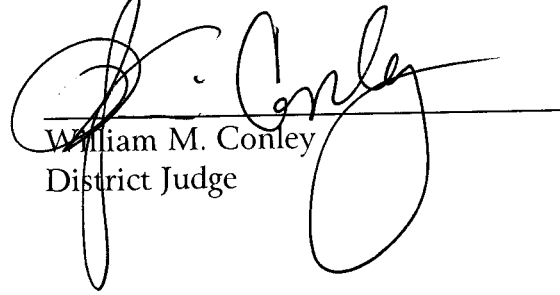
4. Within thirty (30) days from the date this Consent Judgment is entered by the Court, Defendant shall serve by first class mail, postage pre-paid upon counsel for Lithium Technologies, namely, Ms. Jeanne Gills, Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, Illinois 60610, a writing setting forth his complete compliance with the terms of this Consent Judgment, including but not limited to, confirmation of amendment to any licenses and permits held by Defendant which use a name or mark proscribed by this Consent Judgment, and confirmation that the registration for the domain name www.lithiumstudios.org, and any other existing domain names containing the term Lithium, or a confusingly similar variation thereof, has been transferred to Lithium Technologies.

5. Defendant shall be responsible for, and expressly agrees to pay, all reasonable costs and fees, including reasonable legal fees, that Lithium Technologies incurs in successfully enforcing the terms of this Consent Judgment before the Court, which shall be limited to costs incurred or associated with filing any claim, motion, cause of action, suit, rule to show cause, or contempt motion against Defendant for purposes of enforcing any term or provision of this Consent Judgment, provided, however, that Lithium Technologies must first give Defendant and its counsel notice before any filing and shall provide Defendant five (5) business days to cure any alleged breach of this Consent Judgment.

6. The Court retains jurisdiction over this cause to enforce the Consent Judgment.

Entered this 16th day of July, 2013.

BY THE COURT:



William M. Conley
District Judge